



CITY OF ROANOKE, VIRGINIA

REQUEST FOR PROPOSAL

FOR

PARKING ACCESS AND REVENUE CONTROL SYSTEM

RFP NUMBER 15-10-15

OPENING DATE: JUNE 25, 2015

OPENING TIME 2:00 P.M.

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Room 202, Roanoke, VA 24011, or from the City Vendor Self Service web site at <https://VSS.roanokeva.gov>.

**THIS PUBLIC BODY DOES NOT DISCRIMINATE
AGAINST FAITH-BASED ORGANIZATIONS**

Date of RFP: MAY 27, 2015

REQUEST FOR PROPOSAL (RFP)

RFP No. 15-10-15
Issue Date: May 27, 2015
Commodity Code: 93653, 15553, 98865, 98864, 96259, 55038

Title: Parking Access and Revenue Control System

Issued By: **City of Roanoke**
Purchasing Division
Noel C. Taylor Municipal Building
215 Church Ave., SW, Room 202
Roanoke, VA 24011-1517
Phone: (540) 853-5268
Fax: (540) 853-1513
Email: monica.cole@roanokeva.gov

Sealed proposals will be received on or before **2:00 P.M., June 25, 2015** for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

All questions must be submitted before 5:00 p.m., June 19, 2015. If necessary, an addendum will be issued and posted to the City Vendor Self Service website at <https://VSS.roanokeva.gov> and to the City website at www.roanokeva.gov/purchasing ... Current Bid/RFP Requests.

If proposals are mailed, send directly to the Purchasing Division at the address listed above. If hand delivered, deliver to the Purchasing Division at Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The City reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the Successful Offeror. No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal, except as provided in the RFP.

Legal Name and Address of Firm (according to your registration with the SCC):REQUIRED

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Name: _____
(Please Print)

_____ Zip: _____ Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

Virginia State Corporation Commission Identification Number: _____

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CITY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR
PARKING ACCESS AND REVENUE CONTROL SYSTEM
RFP NO. 15-10-15

INTRODUCTION

The City of Roanoke, Virginia, is seeking competitive proposals from qualified Offerors to provide parking access and revenue control system items and services in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 853-2871, or from the City's Vendor Self Service web site at <https://VSS.roanokeva.gov>.

There is a **nonmandatory** preproposal conference scheduled for **10:00a.m.** on **June 15, 2015**, in the **Purchasing Conference Room, located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Roanoke, Virginia 24015**. It is recommended that Offerors attend such conference. The conference will be followed by a site visit.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on **June 25, 2015**, in the Purchasing Division, City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA 24011. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) **original, marked as such** and five (5) **copies, marked as such**, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. A removable media storage device containing a digital copy of the proposal, **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation "**Parking Access and Revenue Control System**", **RFP No. 15-10-15** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

The City of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The City of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal,

and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia, including the price or value of the benefits offered the City in the proposal. If an award of a contract is made, notification of such award will be posted for public review in the lobby on the second floor of the Noel C. Taylor Municipal Building, 215 Church Ave., SW, Roanoke, VA 24011.

No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal unless the proposal is the subject of a clerical error as defined in Section 2.2-4330 (A) of the Code of Virginia. The submitter of the proposal must give the City a notice of the request to withdraw within two (2) business days after the conclusion of the opening of the proposals, as set forth in Section 2.2-4330 (A) (i).

Inquires or information regarding procurement procedures and/or proposal submission to this RFP shall be directed to Monica Cole, Senior Buyer, at (540) 853-5268.

This RFP consists of this Introduction, ten (10) numbered sections, and the attachments hereto.

If you download this RFP from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City. Contact Purchasing by phone at 540-853-5268, by fax at 540-853-1513, or by email at monica.cole@roanokeva.gov.

Respectfully,

Monica Cole
Senior Buyer

Date: May 27, 2015

City of Roanoke, Virginia
Request for Proposal No.15-10-15
Parking Access and Revenue Control System

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of a parking access and revenue control system solution and associated services including but not limited to installation, training, and maintenance.

The City of Roanoke invites any qualified Offeror to respond to this RFP by submitting a proposal for Parking Access and Revenue Control System consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND.

The City of Roanoke, Virginia is requesting proposals from qualified offerors to provide and install a Parking Access and Revenue Control System (PARCS) and associated equipment suitable to the needs of the City of Roanoke as outlined herein. The City of Roanoke (d/b/a/ PARK Roanoke) operates seven (7) parking garages and (4) parking lots in the Central Business District of the City offering 4,100 off street spaces. All parking garages are currently operated using Federal APD Access and Revenue Equipment. The age of this equipment varies from location to location. All parking garages are linked in real time to the PARK Roanoke business office located at 117 Church Avenue in downtown. The parking lots in the system are not automated in any way and are currently served by manual money slot honor boxes.

None of the garage locations use any form of fully automated cashiering. Cashiers work in six of these garages accepting cash, credit/debit cards and validated parking tickets during the weekday, evening and Saturdays. One garage offers monthly parking only and has no cashiering staff at all.

In 2014, the City sold the air rights to its Market Garage, 25 Church Avenue, to a development firm who is now constructing a new Hampton Inn and Suites on the roof of this garage. This three story hotel will be opening for business in November of 2015. The City desires to purchase a new access and revenue equipment system that will replace the Federal APD Equipment currently in use at this location. In addition, this new system will need the capabilities to process hotel guest parking in Market Garage and to support the operation of Market Garage as a 24 hour operation. Currently, the garage operated only until 9 pm weekdays and Saturdays and remains free for public parking after 9pm and all day on Sunday. The goal of the replacement equipment will be to serve the public parker and to support the use of the garage by hotel guests in an integrated and seamless way.

The City of Roanoke was recently notified that its current access and revenue control system provider, Federal APD, was closing its plants and that this equipment would no longer be manufactured, and, over time would no longer support existing Federal APD equipment located in the City of Roanoke. This means that the City must now procure equipment other than Federal APD to meet the need of this location. The time line to replace this equipment is a critical component of this project. All equipment must be procured, installed and working properly no later than 60 days ahead of the anticipated November 20, 2015 opening date for this new hotel.

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact the Purchasing Manager at (540) 853-2871.
- B. Direct contact with any City employee without the expressed permission of the Purchasing Manager or her designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result disqualification of Offeror's proposal.
- C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the City of Roanoke, which may also be considered.
 - 1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.
 - 2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions.

3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP.
 4. Experience in providing the services and/or items requested by this RFP.
 5. Price.
Prospective Offerors must submit the price such Offeror proposes to charge the City for providing the required services and/or items, including all fees and costs and how they are calculated.
 6. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
 7. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.
 8. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
 9. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services.
 10. The conditions, if any, of the proposal.
- D. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, contact person, title of contract, number of years in use, and phone number.
- E. Also include any other materials you may want to submit as part of your proposal response.
- F. Responses to this RFP must be in the prescribed format.
- Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the City must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on CD or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

- G. The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- H. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- I. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- J. Each proposal must contain a completed and properly signed Fee Proposal Form, which form is contained in this RFP.
- K. Only the City will make news releases pertaining to this RFP or the proposed award of a Contract.
- L. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- M. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire

proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.

- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. The City Purchasing Division or its designee will issue Addenda. Addenda will be posted on Vendor Self Service (VSS) at <https://VSS.roanokeva.gov> as well as the Purchasing Division's web page at www.roanokeva.gov/purchasing.
- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The City reserves the right to reject any proposal if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the proposed contract.
- F. The Successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The Successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.
- I. The Successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to

this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.

N. Insurance Requirements.

Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractors, under any resultant Contract. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP.

SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

The following are the services and/or items that the successful Offeror will be required to provide to the City and should be addressed in each Offeror's proposal.

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this RFP are those that are set forth below and/or referred to in any way in the sample contract, any terms and conditions, and/or any attachments to this RFP.

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFP is subject to negotiations with the successful Offeror, and final approval by the City.

I. GENERAL REQUIREMENTS

Offerors are encouraged to take part in the nonmandatory preproposal meeting scheduled at 10:00a.m. on June 15, 2015 . At the time proposals are received by the City, each offeror will be presumed to have inspected this parking facility and to have satisfied itself as to the nature and location of the work, the character of the equipment and facilities needed preliminary to and during the execution of the work, general conditions and all other matters which in any way affect work under this contract.

1. The City is seeking a turnkey solution. Pricing submitted should include all supervision, materials, equipment, labor, tools, and services required to ensure proper installation and operation of the automated parking equipment listed herein. Any items not

specifically listed but required to provide a complete system shall be considered a part of the proposal.

2. All materials used in this installation shall be new and the installation shall meet all applicable local, State, and Federal codes.
3. Any required City permits must be obtained by the successful offeror prior to commencement of any work.

II. TECHNICAL SPECIFICATIONS

The ideal parking access and revenue control system (PARCS) equipment for this location will be an integrated system including but not limited to all ticket dispensers, card readers, gates and fee equipment synchronized and linked together. The system will enable (1) gate actuations, (2) cards to be read, (3) tickets issued to be recorded, and (4) a "lot full" condition that will restrict entrance until parking is available, and (5) reports to be generated by totals and divided by category. The system must include a hotel component to it that will allow guests to pay for parking at the hotel and for room key cards to act as access card to the garage for such paid parking. The City is open to consideration of other methodologies and solutions that would handle this critical system component. For example, we could consider spitter tickets being activated for hotel guests for multiple usages for a hotel stay and encoded to only activate for the length of a given stay at the hotel. This type of system will allow a "check and balance" audit to be compared to attendant collections and hotel purchases of parking by and/or for its guests. The proposed system should integrate with the hotel magnetic stripe room keys and room key software system planned for use at the hotel (Saflok).

The Offeror's proposal should include the provision of all materials, equipment, labor, and supervision to install, retrofit, and warrant parking control equipment with the following **minimum** features:

1. **Construction:** All equipment should be all weather, heavy gauge aluminum construction, with all seams welded and have an element resistant finish. All interior housings will incorporate a powder-coated or stainless steel case with a front access door with safety locks. Equipment should have maximum corrosion protection. All doors should be gasket sealed with flush-mounted locks or other security features as represented by the offerors. All electrical control components should be factory sealed, plug-in components, which are readily changeable as a package. The contractor will be responsible for all saw cuts, conduit, concrete work, repair of concrete and asphalt damaged or opened during installation. Facilities should be returned to original condition upon completion of work.
2. **Facility Management System:** Proposals should include a computer system to fully operate and configure the Parking Access and Revenue Control equipment. The City of Roanoke understands that it is not likely that new equipment will interface with the current Federal APD system or components in place at the garage

or the back office. If your products offer any such compatibility, please disclose this as part of your proposal. The computer system and software is expected to be housed within the Parking Office at the 117 Church Ave office. The system should also offer web access capability – to be viewed and controlled securely and remotely. The computer system provided shall include all necessary equipment required to perform all Parking Access and Revenue Control operations to include, but not be limited to:

- a. Facilitating guest pass card programming for authorizing and locking out monthly card pass holders.
 - b. Accepting major credit/debit cards without field alteration to any device, whether or not the individual credit cards are being accepted at the time of final acceptance of the System, to include MasterCard, Visa and Discover Card. (Note: The System provider must have their FMS Payment Application VISA CISP certified in order to accept credit card payments. Credit card services must not be tied to any specific merchant services provider and must be able to support any Payment Card Industry (PCI) compliant gateway and merchant account without additional fees or charges from the vendor or equipment provider. Please provide a list of eligible merchant accounts.
 - c. Supporting built-in magnetic and chip readers for EMV technology credit card operations.
 - d. Supporting audit functions by monitoring system operations and generating required and customizable reports for transient (daily), monthly (contract), hotel guest, and validated parking by hourly, daily and monthly increments.
 - e. Compiling hourly, monthly and hotel guest entry and exit information and triggering a “Parking Garage Full” condition when certain programmable thresholds have been met.
 - f. Triggering externally mounted signs at the garage entrance to illuminate “Parking Garage Full” signs. In this event, triggering entrance Ticket dispensers to stop issuing transient parking tickets, allowing only monthly and hotel guest access.
 - g. Installing software updates for the Parking Access and Revenue Control System server, lane equipment and facility management software upon release of revisions to the installed software products, without charge, for not less than five (5) years from final acceptance of the project by the City.
 - h. Necessary hardware and/or software for remote access.
3. **Ticket Dispensers:** The Ticket Dispenser integrated card reading device should use a single slot technology to allow both hotel card and/or credit cards to be read by the same device. When a vehicle is detected in the entry lane, units should issue a standard magnetic or bar code style ticket, emit an audible message to alert patron that ticket has been issued, and, once the ticket has been removed, send a pulse to open the parking gate. Tickets should be a type which can be purchased from any major ticket company (e.g., Butts, Toledo, etc.). Tickets must have time and date of issue and chronological number on the ticket which can be read by the ticket

validator. Units must have ability to issue tickets with alternate rates for special event parking and the capability to read both monthly parking passes and hotel guest cards through the use of an integrated card reading system. Units should create a message and forward them to the Facility Management system for tracking, to include "Ticket Issued," "Monthly Pass # XX Access Granted," or "Hotel Access Room # XX Granted".

4. **Proximity Card Reader:** Based on proximity chip technology, proximity card reader should control access to parking for monthly parkers and exit from the parking facility. System should integrate monthly access parking card programming and reading into the parking access and revenue control system.
5. **Garage Full Sign: Signs will be located at the entrance to the garage and will utilize LED technology.** Based on the number of vehicles entering the facility, the internal counting system will automatically control the sign, either illuminating "Garage Open" or "Garage Full." The city is open to other methods to control garage counts to assure that hotel guest spaces are always available on each given day based on prior count notices from the hotel. The "Garage Full" is an active part of this RFP for reasons beyond hotel counting. Eventually, all garages will register availability to drivers. Please provide full details on the solutions available through your product for hotel counts as well as deck availability to non-hotel users.
6. **Ticket Validator:** The ticket validator shall be located in the attendant booth and shall be utilized for processing bar or magnetically coded parking tickets, whichever method is used by the ticket dispensers selected. Validated ticket information will be transferred to the fee computer for further action by the attendant and stored in the Fee Computer/Host Server Computer for audit report purposes.
7. **Intercom:** An Intercom System shall be supplied to connect the attendant booth to the hotel front desk. It will contain push-to-talk hardware at both locations for ease of use by patrons and employees alike. At the Gate Side when a patron presses the "Push to Call Attendant" button it will trigger an audible tone at the attendant booth to alert attendant a customer requires assistance.
8. **Fee Computer:** The Fee Computer must meet or exceed the following functional and performance requirements:
 - a. Must operate as a stand-alone device that fully performs all fees, computing ticket reading and processing capabilities whether or not a network connection is not used or interrupted. (At the current time no connection to the internet exists at the attendant's booth.)
 - b. Shall have non-volatile memory to back-up at least 2,000 detailed transactions in the event of off-line operation.
 - c. Shall include a Flat Panel Display and incorporate a single cash drawer for parking attendant use, and a fee display unit housed outside the attendant booth for patron use. The City reserves the right to select the flat panel

- display it deems most appropriate for the Work described herein.
- d. Should validate transactions and accept cash, checks, tokens, all major credit cards, and combinations of various types of payments.
 - e. Should have one device capable of handling both credit card transactions and hotel cards.
 - f. Should provide a configurable setting to the operator for masking the credit card number on the merchant receipt copy, masking of the credit card number on the journal tape, or both.
 - g. Should be able to support multiple Rate Structures and Discounts, program a fifteen minute grace time period for the first hour and subsequent hours, and discount the first hour free for handicapped patrons.
 - h. Must support multiple transaction types (normal ticket, lost ticket, damaged ticket, void previous transaction, etc.).
 - i. Should have the ability to generate detailed reports to include in-lane reports (Cashier Shift Report, several different levels of Summary Reports), gate operation counts, and entry and exit reports both in summary and detailed format separated by transient, monthly and hotel guest counts.
 - j. While system will normally operate as a real time device, it may be network connected to a host server, but shall not be required to be connected to operate.
 - k. Shall store the current time and date for at least 24 hours in the event of a commercial power failure.
 - l. Programming mode will be password protected for uploading field programmable operation parameters.
 - m. Shall include all hardware and software for performing credit card reading even if the method is not incorporated at installation.
9. **Fee Display:** The Fee Display Unit must illuminate the parking fee, change, and current time in a large, easy-to-read high intensity display for the patron.
10. **Receipt Printer:** Receipt printer shall be connected to the fee computer and shall utilize standard thermal paper to provide a receipt printout upon customer request. The thermal paper required must be a standard size available at most office supply stores.
11. **Automatic Gates and Gate Controller:** Two (2) automatic gates shall be provided and installed, one at the entrance and one at the exit (which are side by side.) Gate arms should be approximately 9'2" long at the entrance gate and 7'6" at the exit, cantilevered if necessary and faces treated with reflective alternating diagonal yellow and white stripes. Gates shall normally operate as real time devices connected to the fee computer. Remote control of the gate shall be available to the operator through the Fee Computer controls and must contain security optional controls. The auto gate shall supply a status message to the Facility Management System computer including "Gate Up, Gate Down, loop presence lane counts, and alarms." Gate shall contain an Auto Stop feature to ensure the parking gate immediately stops its downward travel cycle if the gate closing detector senses the presence of a

vehicle. Final dimensions of the gate are subject to change as improvements to the site continue, and the final dimensions will be selected in the sole discretion of the City.

Gate controller shall generate and store counts, monitor lane operations, provide related lane status information, and report such information either through a display on the controller in the lane and remotely at the Facility Management System computer. The gate controller should be a plug-in type installation with manual up/normal/down operation. It shall have built-in diagnostics and metering tools and shall display and store a history of events to facilitate timely problem diagnosis and probable cause for certain alarm and "Off Line" conditions.

12. **Vehicle Detectors:** Vehicle detectors will be installed at the facility entrance and exit to identify the presence of vehicles and operate the respective gates. The detectors shall be auto-tuning. Exploration of the current loops should be performed to assess the overall condition and determine if full replacement is warranted.
13. **Proximity Card Readers/Programmer:** There should be one unit at the entrance and one at the exit from Market Garage to allow parkers to enter and exit using their proximity card or hotel swipe card. If your product requires two separate readers to complete these functions, please provide detailed information as to the operability of each. Dual readers may be acceptable but the footprint or encroachment should be minimal. Please detail in your proposal the functionality of your reader systems. Currently the access/ revenue control system is separate and distinct from the billing system used by PARK Roanoke (PARIS). Two separate data entries must be completed to sign up parkers for monthly parking and to set up their access cards. It is our intent to have systems that would integrate or interface these functions at the business office level. PARK Roanoke currently uses Indala proximity cards. Please include information in your proposal to assure compatibility of these proximity cards with your system and your specific requirements for the hotel key cards that will function with your system.
14. **Remote Ticket Programmer:** Please advise if your product provides a remote ticket programmer which can be used to remotely program "Special Event" ticket vouchers for pre-paid, special parking.
15. **Remote Operator (Pay on Foot) Pay Station:** Proposed system should include a remote operated pay station conveniently located to enable customers to pay and exit during periods when the attendant booth is unattended. The unit shall be interconnected with the fee computer or host server computer to allow all facets of operation. The unit must be able to accept credit/debit/smart cards or US currency for payment. US currency will include, but is not limited to \$1, \$5, \$10 and \$20 bills. The remote pay station shall be able to provide change in \$1, \$5 and quarter denominations. It is important that in the issuance of change, should there be a jam, the machine will not eliminate other payment features on the machine. Pay station will be equipped with a thermal receipt printer that is not proprietary to any manufacturers system and can be bought locally. The unit should be equipped with

a Call for Help Unit mounted on the ticket dispenser mechanism. The unit should be designed to separate the money handling and service sides of the device to enhance overall security control. This pay on foot station will be located in close proximity to the cashier booth at Market Garage. Offerors should confirm via actual in person field measurement that their units can be accommodated in the spaces that are available in the Market Garage.

16. **Credit Card Readers:** The PARCS system shall not save the card data internally. All credit card readers **must be equipped** to the proposed EMV technology scheduled to be introduced in the United States in 2015.

17. **Pay in Lane Pay Station:** please provide details on your products Pay in Lane Station which would include hardware, software capabilities? The City reserves the right to make its final selection as to whether it will purchase both pay in lane and pay on foot units. **Auditing Capability:** The software package provided shall include report-generating modules for on-line real time reporting to assist in auditing and managing parking activities. At a minimum, system shall be able to report:

- a. Transient parking entry and exit activity.
- b. Hotel guest entry and exit activity
- c. Entry and exit gate cycles.
- d. Cashier shift transactional and revenue data.
- e. Daily facility transactional and revenue data.
- f. Monthly facility transactional and revenue data – by attendant.
- g. Counts by device and exit detector and a facility summary report that summarizes these counts by device type for all such devices and counts in the facility.
- h. Management selectable report parameters for flexible and customized report generation, i.e., utilization, occupancy, revenue, validation, activity, etc.
- i. Consolidated audit and statistical reports to include general totals, activity counters, individual lane totals, attendant totals, cancelled transaction reports, validation reports, etc.

Under no circumstances shall the stored raw transaction detail, summarized report audit data or non-resettable audit numbers generated by the parking devices be available for editing using the system application program.

System shall include password-secured access rights to software functions based on defined system users and their operational needs. All password security shall have a corresponding record file, and shall create an audit trail of each user's access and use of the software system.

18. **Maintenance Contract:** Vendor must offer a minimum 2-year maintenance agreement that will cover all system hardware and software support and focus on preventive maintenance. Contract should include troubleshooting, installing upgrades, training and routine checks to achieve maximum performance.

Contractor shall provide a toll-free number for 24/7 telephone support and service calls. At a minimum, Contractor shall:

- a. Respond to emergency calls within 24-hours Monday – Friday.
- b. Respond to emergency calls on weekends or holidays by the next working day after the weekend or holiday.
- c. Provide a minimum of two (2) preventive maintenance service checks per year at six month intervals, to include, at a minimum, adjusting belts, tightening hardware, checking all terminal connections and testing all functions for proper operation.

19. **Paperwork:** At the completion of equipment installation, Contractor shall provide the City all paperwork, including but not limited to, brochures, instruction manuals, specifications, blueprints, operations manuals (2 sets), Service Manual, Parts Book, Wiring Diagram, programming instructions and any other applicable technical information. Manuals shall be in English. ELECTRONIC MANUALS WILL BE ACCEPTED.

III. ADDITIONAL REQUIREMENTS

1. **TRAINING:** Proposal pricing shall include complete training for PARK Roanoke and City of Roanoke employees for thorough system description, operation and programming after installation is complete. Additional training shall be provided, if needed or as requested, at prevailing rates throughout the length of the contract. At a minimum, training should include:
 - a) A minimum 1-day session for attendants on system use including normal and abnormal operations that could occur during attendant operation.
 - b) A 2 day session for management team (minimum 2-days) including above operations, report generation and auditing functions.
 - c) A minimum of four (4) hours of training for technician, operator and maintenance personnel to develop expertise in the maintenance and repair of the system(s) proposed, including, but not limited to Installation, Maintenance, Troubleshooting and repairs, Operations – programming, inventory, and collections, and Enforcement.
 - d) A minimum 1 day training for hotel managers and hotel employees regarding the use of the system including normal and abnormal operations

A thorough outline of the training content and a training schedule for both software and hardware shall be included in proposal.

2. **AFTER SALES SUPPORT:** The successful contractor should provide 24/7 telephone support and should outline what additional support options are available, such as online knowledge databases.
3. **PRICING:** Identify, itemize, and price every component or sub-system required to perform satisfactorily as a fully functioning system. Any software, hardware, cabling,

communications connections, printers, papers, batteries, ribbons, lubricants, adapters or other item required for proper operation as a working network of machines shall be offered during submittal. Identify and price any components that are recommended as “spare” or stocking repair parts or supplies to provide timely repairs for broken equipment. Include also costs proposed for installation, maintenance, and training.

4. **AUTHORIZED DEALERS**: Identify an authorized provider for installation, repairs, service, and warranty.
5. **WARRANTY**: Successful contractor shall agree to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost for a minimum period of one (1) year from the date of installation. Warranty shall not begin until the City has given the successful bidder written acceptance. **Extended warranty options shall be made available and outlined within the proposal.**

IV. TERMS AND CONDITIONS

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of respective offerors to provide the required services.

A listing of specific environmental requirements, if any, which the City will need to meet prior to starting the work, e.g., power or space needs, should also be included in Offeror’s proposal.

SECTION 7. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Reasonableness/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror(s).
- C. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- D. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the City’s contract.
- E. The Offeror’s ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- F. The quality of Offeror’s performance in comparable and/or similar projects.

- G. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely manner.

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4301 (3)(b) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City (through the City Manager or City Manager's designee) shall select the Offeror which, in his/her opinion, has made the best proposal, and may award the contract to that Offeror. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the City and may or may not be conducted.

SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Roanoke shall not be responsible or liable for any

costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP No.15-10-15 contains terms and conditions that the City plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the Successful Offeror.

END.



**CITY OF ROANOKE, VIRGINIA
SAMPLE CONTRACT BETWEEN CITY OF ROANOKE AND**

FOR _____

This Contract # _____ is dated _____, 20____, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the “City” or “Owner”, and _____
(legal name and address of contractor)

hereinafter referred to as the “Contractor,” **{NOTE: Use one of the following if applicable.}** {a _____ **corporation.**} {an **Individual.**} {a _____ **Partnership.**} {a _____ **Limited Liability Company.**}

WITNESSETH:

WHEREAS, Contractor has been awarded this **nonexclusive** Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for provision and installation of a Parking Access And Revenue Control System, to include but not be limited to maintenance, training and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City to fully perform the services, provide any materials called for construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

- 1. Insurance Requirements (Exhibit 1).
- 2. Scope of Work (Exhibit 2).
- 3. Special Terms and Conditions (Exhibit 3).
- 4. Request for Proposal No. 15-10-15, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any Contractor supplied documents or information.

SECTION 2. CONTRACT AMOUNT.

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$ _____, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the City and that there is no guarantee of any minimum amount of Work that may be requested by the City and that no Work may be requested.

SECTION 3. TERM OF CONTRACT.

- A. The term of this Contract shall be for one (1) year, from _____, through _____, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the City.
- B. By mutual agreement of the parties, the contract may be renewed for up to **four (4) additional one (1) year periods** of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party at least sixty (60) days before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within thirty (30) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within thirty (30) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

SECTION 4. TIME OF PERFORMANCE.

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the City representative to the Contractor, and the Contractor covenants and agrees to fully

construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other City contractors or employees doing other work or using the area where Contractor is working.

SECTION 5. PAYMENT.

- A. The City and Contractor agree that the City will only pay the Contractor for time actually spent and materials actually provided on the Project requested and accepted by the City. Invoices for services rendered and accepted shall be submitted by Contractor directly to the payment address of the requesting City department/division. Payment of such invoices shall be the responsibility of the department/division.

- B. The City agrees to pay Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract. The City retains the right to setoff as to any amounts of money Contractor may owe the City. A written progress report may be requested by the City to accompany payment request and, if so, such progress report shall detail the work completed. Also, sufficient documentation of all costs, expenses, materials supplies, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.

SECTION 6. SALES TAX EXEMPTION.

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B Destination, inside delivery to the Contractor's Licensed Area unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to City personnel making the request and accepted by the City. The risk of loss shall also be on the

Contractor during the return of any items to the Contractor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City.

SECTION 8. INSPECTION.

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the City do not fully conform to the provisions hereof, the City shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Contractor agrees that all items provided to the City will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist the City in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any items, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Contract.

SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of

any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 13. INDEPENDENT CONTRACTOR.

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the City's right to audit and/or examine any of the Contractor's documents and/or data as the City deems appropriate to protect the City's interests.

SECTION 15. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

SECTION 16. DEFAULT.

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SECTION 17. NONWAIVER.

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

SECTION 19. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NONDISCRIMINATION .

- A. During the performance of this Contract, Contractor agrees as follows:
- i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled

substance or marijuana during the performance of the contract.

SECTION 22. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 23. ASSIGNMENT.

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

SECTION 24. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

SECTION 25. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 26. HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 27. COUNTERPART COPIES.

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 28. AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 29. NOTICES.

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City:	City of Roanoke _____ _____ _____
Facsimile:	Roanoke, Virginia 24014 (540) 853-XXXX
Copy to:	City of Roanoke Purchasing Division Attn: Purchasing Manager Noel C. Taylor Municipal Building, Room 202 215 Church Avenue, SW Roanoke, Virginia 24011
Facsimile:	(540) 853-1513
If to Contractor:	_____ Attn: _____, President/CEO _____ _____
Email Address:	_____
Phone:	_____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 30. PROTECTING PERSONS AND PROPERTY.

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the City's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the City or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the City shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 31. CONTRACT SUBJECT TO FUNDING.

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the City may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 32. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.

- A. The City, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).
1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
 2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the

City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 33. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 34. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 35. OWNERSHIP OF REPORTS AND DOCUMENTS.

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the City and all such items shall become the sole property of the City. The Contractor agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems appropriate, without any restriction or limitation on their use and without any cost or charges to the City from Contractor. Contractor hereby transfers and assigns all such rights and items to the City. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 36. ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

(Full Legal Name of Contractor)

_____ By _____

Printed Name and Title

Printed Name and Title

(SEAL)

CITY OF ROANOKE, VIRGINIA

WITNESS:

_____ By _____

City Manager or Authorized City Representative

Printed Name and Title

Printed Name and Title

Approved as to form:

Appropriation and Funds Required
for this Contract Certified:

City Attorney

Director of Finance

Approved as to Execution:

Account # _____

Date _____

City Attorney

**EXHIBIT 1
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR _____**

REFERENCE: RFP#15-10-15

SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS SECTION

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.

- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The City of Roanoke shall also be named as the Certificate Holder.

- C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

- (1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

- (2) Automobile Liability: \$1,000,000.00 combined single limit

- (3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

- (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that

such umbrella liability policy follows the form of the underlying primary coverage.

- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.
- (6) **Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.**

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The

City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

END.

**EXHIBIT 2
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR _____**

REFERENCE: RFP#15-10-15

SCOPE OF WORK

The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

The final Scope of Work will be negotiated with the Successful Offeror.

**EXHIBIT 3
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR _____**

REFERENCE: RFP#15-1015

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are part of the above Terms and Conditions:

SECTION 1. JOBSITE APPEARANCE.

The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or as otherwise required by the Contract.

SECTION 2. FINAL CLEANING.

The Contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition. If a Contractor fails to clean up at the completion of the Project, the City may do so and charge for the costs thereof to the Contractor.

SECTION 3. PROTECTION ON SITE.

The Contractor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

SECTION 4. SAFETY AND HEALTH PRECAUTIONS.

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

SECTION 5. PROTECTING THE PUBLIC.

The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the most current version of the "Virginia Work Area Protection Manual," published by Virginia Department of Transportation.

SECTION 6. PROTECTING THE WORK AND ADJACENT PROPERTY.

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the City's property and the property where the work is being done from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the Contract Documents, or erected for the fulfillment of its obligations for the protection of persons and property.

SECTION 7. EMERGENCIES.

In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the City's project manager, City Engineer, Building Code Official, or Fire Official, shall act, at Contractor's discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the City's project manager, City Engineer, Building Code Official, Fire Official, or other responsible official, Contractor shall so act immediately, without appeal.

SECTION 8. DAMAGE TO THE WORK.

The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work, until its completion and acceptance by the City.

SECTION 9. DAMAGE TO OTHER WORK OR UTILITIES.

The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of forty-eight (48) hours notice prior to the adjustment, and the Contractor shall comply with the provisions of the Virginia Underground Utilities Damage Prevention Act, Section 56-265.14 et seq., of the Va. Code. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

SECTION 10. WEATHER DAMAGE OR DELAY.

Damage to the Work or any delays caused by the weather shall be the responsibility of the Contractor.

SECTION 11. DAMAGE TO EXISTING STRUCTURES.

Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the City.

SECTION 12. RELEASE BY CONTRACTOR.

The acceptance by the Contractor of the final payment shall be and does operate as a release by the Contractor of all claims by the Contractor against City and of all other liability of the City to the Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

SECTION 13. DEFECTIVE WORK.

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any work, material, equipment, or part that is found, by the City, to be defective.

SECTION 14. OWNERSHIP OF WORK CREATED FOR THE CITY.

A. Contractor/Artist represents and warrants that upon creation of the Work or any part thereof, the Contractor/Artist will be the sole owner of all intellectual property rights in and to such Work and will hold the complete and undivided copyright interest in and to such Work. In order to transfer joint ownership to the City of such rights, Contractor/Artist does hereby sell, assign, and transfer to the City, and further agrees to assign and transfer to the City, a joint ownership interest in and to the Contractor/Artist's entire right, title, and interest in and to all such intellectual property rights in and to such Work, including the copyright in and to such Work, and any registrations and copyright applications relating thereto and any renewal and extensions thereof. Contractor/Artist agrees to and shall take any action and execute all documents and perform such other proper acts as the City may deem necessary to secure for the City, all of the joint ownership rights herein transferred. Such transfer of rights shall be effective upon the City's approval of or acceptance of the Work or any part thereof, whichever occurs first.

B. Contractor/Artist agrees that upon transfer of such joint ownership rights, title, and interest in and to the Work or any part thereof to the City, the City shall be the joint owner, along with the Contractor/Artist, of all rights of any type, intellectual or otherwise, in and to such Work, including, but not limited to, copyrights and trademarks related to such Work. The City may make photographs or copies thereof, distribute, publicly display, sell, license, and use the Work, or any part thereof, and all of such items as the City deems appropriate, without restriction or limitation on their use and without any cost or additional charges of any type to the City from the Contractor/Artist. Furthermore, none of the parties shall owe any of the other parties to this Purchase Order any royalty or other payments of any type for such party's use, sale, license, or other use of any of the intellectual property rights referred to in this Section 14. The Contractor/Artist acknowledges that the Fee provisions in this Purchase Order include compensation to the Contractor/Artist for the matters set forth in this Section 14.

C. The City will place appropriate signage, as reasonably approved by all parties, on such Work giving credit to the Contractor/Artist.

D. All materials and work covered by this Purchase Order shall become the property of the City upon final acceptance and approval by the City of the properly completed Work. This provision shall not relieve the Contractor/Artist from the responsibility for all materials, workmanship, and design and to repair all damaged Work during the one year warranty period. The Contractor/Artist warrants that the Contractor/Artist has good title to all materials, equipment, and supplies which the Contractor/Artist uses in the Work or for which the Contractor/Artist accepts payment in whole or in part.

E. The City hereby agrees that the Contractor/Artist and the City shall be the joint owners of the intellectual property rights set forth above and that the City shall be the sole owner of the murals when such items are transferred to the City pursuant to the terms of this Contract.

END.